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APPENDIX LIDB - AS

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APPENDIX LIDB-AS

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix:

 SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 Neither <u>SBC-AMERITECH</u> nor <u>SNET</u> own a LIDB. Additionally, <u>SNET</u> does not own a CNAM Database. Both <u>SBC-AMERITECH</u> and <u>SNET</u> obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to <u>SPRINT</u>'s data storage and administration of <u>SPRINT</u>'s Line Records for accounts provided using <u>SBC-AMERITECH</u>'s and/or <u>SNET</u>'s unbundled local switch ports. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between <u>SPRINT</u> and <u>SNET</u> DG. Any use of the possessive in this Agreement as applied to <u>SBC-AMERITECH</u> and <u>SNET</u> will not indicate ownership but shall have the relationship described in this paragraph 2.1.

2. **DEFINITIONS**

- 2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 "Account Owner" means a telecommunications company, including <u>SBC-13STATE</u> that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

- 2.4 "Query" means a message that represents a request to a Database for information.
- 2.5 "Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> STP to the SCP where LIDB resides and back.
- 2.6 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require <u>SPRINT</u> to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides <u>SPRINT</u> with the capability to access, create, modify or update <u>SPRINT</u>'s Line Record Information in LIDB when such records are associated with <u>SPRINT</u>'s subscriber accounts that are provided only on <u>SPRINT</u>'s own end office switch.
- 4.2 <u>SPRINT</u> cannot use any of the unbundled, electronic interfaces <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> provides under this Appendix to access any Line Records <u>SPRINT</u> might have in <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s LIDB that are administered by a company other than <u>SPRINT</u>. This includes, but is not limited to, <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> retail accounts, <u>SPRINT</u>'s accounts administered by <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> based on Local Service Requests, and resold accounts.

4.3 <u>Electronic Interfaces</u> - Where available, <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 <u>Service Order Entry Interface</u>

- 4.3.1.1 The Service Order Entry Interface provides switch-based CLEC's with unbundled access to <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s LIDB administrative systems that is equivalent to <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s own service order entry process. Service Order Entry Interface allows <u>SPRINT</u> to electronically transmit properly formatted records from <u>SPRINT</u>'s service order process or other data source into the LIDB administrative system. <u>SBC-SWBT</u> also provides the Service Order Entry Interface to requesting <u>SPRINT</u>'s that use <u>SBC-SWBT</u>'s UNE local switch ports. <u>PACIFIC</u>, <u>SBC-AMERITECH</u>, and <u>SNET</u> will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.
- 4.3.1.2 <u>SPRINT</u> will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> with a security gateway for <u>SPRINT</u>'s access to the Service Order Entry Interface. The RAF will verify the validity of <u>SPRINT</u>'s transmissions and limit <u>SPRINT</u>'s access to <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s Service Order Entry Interface. <u>SPRINT</u> does not gain access to any interface, database, operations support system, or other SMS.
- 4.3.1.3 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide **SPRINT** with the file transfer protocol specifications **SPRINT** will use to administer **SPRINT**'s data over the Service Order Entry Interface. **SPRINT** acknowledges that transmission in such specified protocol is necessary for **SBC-SWBT**, **PACIFIC, SNET, SBC-AMERITECH** to provide **SPRINT** with Data Base Administration and Storage.
- 4.3.1.4 <u>SPRINT</u> can choose the Service Order Entry Interface as its only unbundled electronic interface to a <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s LIDB administrative system or <u>SPRINT</u> can choose to use this interface in conjunction with the Interactive Interface <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>provides under this Appendix. <u>SPRINT</u>

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understands that if it chooses to use only the Service Order Entry Interface, SPRINT will not have access to any data administration capabilities available solely to the Interactive Interface that **SPRINT** has chosen not to use.

SPRINT understands and agrees that its access to SBC-SWBT, 4.3.1.5 PACIFIC, SNET, SBC-AMERITECH's LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to SBC-PACIFIC, **SBC-AMERITECH** SNET, administration.

4.3.2 Interactive Interface

- The Interactive Interface provides **SPRINT** with unbundled 4.3.2.1 access to PACIFIC's and SBC-SWBT's LIDB administrative systems that is equivalent to **PACIFIC**'s and **SBC-SWBT**'s access at its LIDB DBAC. Interactive Interface provides **SPRINT** with the ability to have its own personnel access **SPRINT**'s records via an application screen that is presented on a computer monitor. Once SPRINT has accessed one of its Line Records, SPRINT can perform all of the data administration tasks PACIFIC's and/or SBC-SWBT's LIDB DBAC personnel can perform on PACIFIC's and/or SBC-SWBT's own Line Records. SBC-AMERITECH and SNET will provide SPRINT with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 **SPRINT**'s access to the LIDB administrative system through the Interactive Interface will be limited to SPRINT's subscribers' Line Records that are not assigned to PACIFIC and/or SBC-**SWBT** for administration.
- 4.3.2.3 **SPRINT**'s access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for SPRINT's access to the Interactive Interface. The RAF will verify the validity of SPRINT's transmissions and limit SPRINT's access to the Interactive Interface and the LIDB administrative system. SPRINT does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

- **SPRINT** will use hardware and software that is compatible with 4.3.2.4 the LIDB administrative system SPRINT will access through the Interactive Interface.
- 4.3.2.5 **SPRINT** can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or SPRINT can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides under this Appendix. SPRINT understands and agrees that if it chooses to use only the Interactive Interface, SPRINT will not have access to any data administration capabilities available solely to the Service Order Entry Interface that SPRINT has chosen not to use.

4.4 Tape Load Facility Interface (applies to SBC-SWBT only)

- 4.4.1 Tape Load Facility Interface provides **SPRINT** with unbundled access to Tape Load facilities in those SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. SBC-SWBT is the only SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH ILEC that uses Tape Loads.
- 4.4.2 Tape Load Facility Interface allows **SPRINT** to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.
- 4.4.3 Tape Load Facility Interface is available only for special occurrences, such as SPRINT's initial load of data, updating SPRINT's entire data store for a new LIDB capability, and when **SPRINT**'s updates exceed one hundred thousand (100,000) Line Records over and above SPRINT's normal daily update processing.
- **SPRINT** can choose one of two options for using the Tape Load Facility 4.4.4 Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 **SPRINT** will create and deliver one set of tape(s) to **SBC**-SWBT's Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, SBC-SWBT will load SPRINT's updates into LVAS. SPRINT will limit each tape to 500,000 (five hundred thousand) Line Records or less. SBC- **SWBT** will use these tapes to update or create **SPRINT**'s records in LVAS. SBC-SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 SBC-SWBT will provide SPRINT with record format and hardware requirements for such tapes and SPRINT will comply with such documentation in creating its tapes. SBC-SWBT will also provide SPRINT with the name and address of SBC-SWBT's LVAS System Administrator to whom SPRINT will deliver the tapes.

Multiple Tape Option 4.4.6

- 4.4.6.1 The multiple tape option allows **SPRINT** to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires **SPRINT** to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SBC-SWBT will load SPRINT's updates directly into LIDB and LVAS. **SPRINT** will provide **SBC-SWBT** with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SBC-SWBT will provide SPRINT with record format and hardware requirements for the tape load as well as the name and address where SPRINT will deliver each set of tapes.
- 4.4.6.2 **SBC-SWBT** and **SPRINT** will negotiate mutually agreed upon dates and times for tape loads of **SPRINT**'s data.
- 4.4.6.3 **SPRINT** will use the Tape Load Facility Interface only for SPRINT's subscribers' Line Records. SPRINT will not use the Tape Load Facility Interface to modify any Group Record nor will **SPRINT** use the Tape Load Facility to modify any Line Record belonging to another Account Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides **SPRINT** with unbundled access to **SBC-**SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB Editor that is equivalent to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's manner of access. LIDB Editor provides SPRINT with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SBC-SWBT, PACIFIC, SNET, SBC-

AMERITECHwill also provide SPRINT with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow **SPRINT** to communicate with a LIDB administrative system.

- 4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SBC-SWBT, PACIFIC, SNET, SBC-AMERITECHemployees. SPRINT will have access to such SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH employees only for the same purposes that SBC-SWBT, PACIFIC, **SNET, SBC-AMERITECH** has access to LIDB Editor.
- SBC-SWBT, PACIFIC, SNET, SBC-AMERITECHlimits the use of 4.5.3 LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.
- 4.5.4 **SPRINT** understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- When SPRINT uses the LIDB Editor Interface, SPRINT agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-SWBT**, **PACIFIC**, SNET, SBC-AMERITECH at the time SPRINT makes its update SPRINT and SBC-SWBT, PACIFIC, SNET, SBCrequest. AMERITECH will use such documentation to resolve any update disputes regarding **SPRINT**'s use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB SPRINT agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method SPRINT uses for its ongoing Line Record administration) once administrative system update capability is restored. SPRINT understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records

and Group Record information in the administrative system and LIDB, regardless of account ownership.

- 4.6.1.2 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will run the LIDB audit on a daily basis.
- 4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

- 4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.
- 4.6.2.2 The source of Account Owners' Line Records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH administers through a service order process will be the **SBC-SWBT**, **PACIFIC**, **SNET**, SBC-AMERITECH's billing system that maintains the LIDB data for such Account Owners.
- 4.6.2.3 SBC-SWBT, PACIFIC, SNET, **SBC-AMERITECH**will provide SPRINT with a file containing all of SPRINT's Line Records in LIDB that SPRINT administers through unbundled electronic interface(s). SBC-SWBT, PACIFIC, SNET, SBC-**AMERITECH** will deliver such file(s) to **SPRINT** electronically over the Service Order Entry Interface.
- 4.6.2.4 **SPRINT** will use the file **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** provides in Section 4.6.2.3 to audit **SPRINT**'s LIDB accounts against SPRINT's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. SPRINT will correct all discrepancies using the unbundled electronic interface(s) SPRINT has requested under this Appendix.
- 4.6.2.5 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide SPRINT with scheduled and unscheduled Source Audits as set forth following: (i) SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide SPRINT with a source audit file once per year. Such audit files will represent SPRINT's entire

data store of Line Records to which <u>SPRINT</u> has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) <u>SPRINT</u> can request additional source audit files and <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> will work cooperatively to accommodate all reasonable <u>SPRINT</u> requests for such additional source audit files.

4.7 LSR Process

- 4.7.1 The LSR Process allows <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> to create and administer <u>SPRINT</u>'s data on <u>SPRINT</u>'s behalf through a bundled service order flow. The LSR Process is only available to <u>SPRINT</u> when <u>SPRINT</u> is providing service to end users using <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB administrative system.

 SPRINT can obtain access to SBC-SWBT, PACIFIC, SNET, SBC
 AMERITECH's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-SWBT, PACIFIC, SNET, SBC
 AMERITECH offers in Section 4.3 of this Appendix.
- 4.7.3 **SPRINT** will not have direct access to any of its records that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** administers through the LSR Process.
- **SPRINT** will provide complete information in its LSR to **SBC-SWBT**, 4.7.4 PACIFIC, SNET, SBC-AMERITECH so that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH can populate SPRINT's line record completely and accurately. If SPRINT's LSR does not contain information needed to populate a data element in LIDB, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will populate such data element with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH-defined default information. Such default derivation will apply to all SPRINTs using the LSR Process that also omit said data element. Use of default information does not relieve SPRINT of its responsibility for providing SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH complete and accurate information in LIDB. In the event SBC-SWBT, PACIFIC, **SNET, SBC-AMERITECH** populates **SPRINT**'s Line Records with default information under this paragraph, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not be responsible for any claim or damage resulting from the use of such default information, except in the event of

SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's gross negligence or willful misconduct.

- The following applies only to **SBC-SWBT**. 4.7.5
 - 4.7.5.1 SBC-SWBT will transfer LIDB Line Records between local service providers (including **SBC-SWBT**) based on conversion activity either "as is" or "with changes".
 - 4.7.5.2 **SPRINT** will identify through a registration form that **SBC**-SWBT will provide to SPRINT, how SPRINT's Line Records will be created, transferred, or administered.
 - 4.7.5.3 New Connect Activity. If **SPRINT** has operational unbundled electronic interfaces, **SPRINT** can identify whether **SBC-SWBT** will create LIDB Line Records based on an LSR for new connect activity or **SPRINT** will create such Line Records.
 - 4.7.5.4 Conversion Activity. **SPRINT** will identify whether **SBC-SWBT** will convert LIDB Line Records from a previous local service provider (including **SBC-SWBT**) to **SPRINT** with changes to end user information or without changes to end user information. If **SPRINT** has operational, unbundled electronic interfaces and SPRINT so desires, SPRINT can choose to have SBC-SWBT delete LIDB Line Records rather than transfer such records to **SPRINT** from the previous local service provider (including SBC-SWBT).
 - 4.7.5.5 Ongoing Administration. **SPRINT** will identify whether ongoing administration of its Line Records will be done by SPRINT directly through its unbundled electronic interface or whether ongoing administration will be done by SBC-SWBT based on an LSR submitted by **SPRINT**.

4.8 Fraud Monitoring

SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's fraud monitoring system(s) provides **SPRINT** with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide SPRINT with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

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5. MANNER OF PROVISIONING

- 5.1 <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u> will provide to <u>SPRINT</u>, on request, <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u>-specific documentation regarding record formatting and associated hardware requirements of the interfaces <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u> provides for LIDB data administration when <u>SPRINT</u> chooses to use such interfaces.
- 5.2 **SPRINT** will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will input information provided by **SPRINT** into LIDB for the NPA-NXXs and/or NXX-0/1XXs that **SPRINT** will store in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB. **SPRINT** shall provide all information needed by **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.
- 5.4 <u>SPRINT</u> will furnish, prior to the initial load of <u>SPRINT</u>'s data, and as requested by <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> thereafter, the following forecast data:
 - 5.4.1 the number of working lines per account group
 - 5.4.2 the number of working line numbers to be established
 - 5.4.3 the average number of monthly changes to these records
 - 5.4.4 the number of busy hour queries, by query type
 - 5.4.5 the number of annual queries by query type.
- 5.5 If <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of <u>SPRINT</u> information, <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> will notify <u>SPRINT</u> of its intent to not provide to <u>SPRINT</u> the Services under this Appendix and this Appendix will be void.
- 5.6 **SPRINT** may submit updated or changed forecasts due to unforeseen events at any time and **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** encourages

SPRINT to submit such forecasts as soon as practical. **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** may request revised forecasts, but no more frequently than every six (6) months and then only if **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** has reason to believe there may be significant error in **SPRINT**'s latest forecast.

- 5.7 **SPRINT** will furnish all Line Records and Group Records in a format required by **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 **SPRINT** is solely responsible for all Line Records for which **SPRINT** is the Account Owner. This includes all data, data administration, Line Records that **SPRINT** creates, Line Records that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** creates on **SPRINT**'s behalf, or Line Records that are transferred to **SPRINT** as a result of **SPRINT** becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which <u>SPRINT</u> can directly administer its Line Records in <u>SBC-SWBT</u>, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB.
- 5.10 If <u>SPRINT</u> resells the services associated with its Line Records to a third party, and those Line Records remain in an <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s LIDB, <u>SPRINT</u> will administer those records through the unbundled electronic interfaces <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 SPRINT will administer its data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB in such a manner that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 **SPRINT** will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If <u>SPRINT</u> has operational unbundled electronic interfaces and <u>SPRINT</u> has chosen to create its own records in LIDB, <u>SPRINT</u> will create its records within twenty-four (24) hours of <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s deletion of any previous Line Record or, if there is no previous

Line Record, within twenty-four (24) hours of providing the end-user with dial tone.

- 5.14 If <u>SPRINT</u> administers its Line Records directly through unbundled electronic interfaces and <u>SPRINT</u> does not provide service using an <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s UNE local switching port, <u>SPRINT</u> will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. <u>SPRINT</u> will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 <u>SPRINT</u> will also delete Line Records from <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s LIDB when <u>SPRINT</u> migrates Line Record from an <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s LIDB to another LIDB or LIDB-like Database unless <u>SPRINT</u> otherwise arrange with <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> to delete such records on <u>SPRINT</u>'s behalf.
- 5.16 If <u>SPRINT</u> begins providing local services before <u>SPRINT</u> completes and returns to <u>SBC-SWBT</u> its LSR Process registration form, <u>SBC-SWBT</u> will treat <u>SPRINT</u>'s LSRs as if <u>SPRINT</u> had elected to administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.17 <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u> will provide the capability needed to perform query/response functions on a call-by-call basis for <u>SPRINT</u>'s Line Records residing in an <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u> LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u>'s standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> practices. The Parties acknowledge that <u>SBC-SWBT</u>, <u>PACIFIC</u>, <u>SNET</u>, <u>SBC-AMERITECH</u> may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB is the responsibility of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH. SPRINT acknowledges and agrees that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, in its role as system administrator, may need to access any record in LIDB, including any such records administered by SPRINT over unbundled electronic interfaces. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will limit such access to those actions

necessary to ensure the successful operation and administration of **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s SCP and LIDB.

- 5.20 If <u>SPRINT</u> creates its Line Records directly through unbundled electronic interfaces, <u>SPRINT</u> will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. <u>SPRINT</u> will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if <u>SPRINT</u> will perform ongoing administration of its Line Records directly through unbundled electronic interfaces
- 5.21 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will, at its sole discretion, allow or negotiate any access to an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB. SPRINT does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB. SPRINT acknowledges that when SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH allows an entity to access SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB, such query originators will also have access to SPRINT's data that is also stored in such SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.
- 5.22 The following applies only to **SBC-SWBT**
 - 5.22.1 SBC-SWBT will identify Line Records it transfers to SPRINT's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. SPRINT must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If **SPRINT** does not make its confirmation within seven (7) days, of the transfer, SBC-SWBT will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SBC-SWBT will consider the Line Record abandoned by SPRINT and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, **SBC-SWBT** will count the day of the record's creation as zero (0). SBC-SWBT's ability to delete such Line Records does not relieve SPRINT of its responsibility to administer its records accurately and in a timely manner.
 - 5.22.2 If <u>SPRINT</u> elects to have <u>SBC-SWBT</u> transfer ownership of LIDB Line Records to <u>SPRINT</u> as a result of routine LSR activity, and <u>SPRINT</u> elects to have such records transferred without changes to end-user data, <u>SBC-SWBT</u> will transfer all pre-existing end-user information, including

calling card information, to SPRINT's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by **SPRINT** on its LSR, or default information created from a lack of SPRINT's entry of data.

5.22.3 If **SPRINT** elects to have **SBC-SWBT** transfer ownership of LIDB Line Records to SPRINT as a result of routine LSR activity and SPRINT elects to have such records transferred with changes to end-user data, SBC-SWBT will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SBC-SWBT will not mark such records as transitional. SBC-SWBT will change all LIDB Line Record data elements on such changes based on SPRINT's LSR that initiated the Line Record's transfer of ownership. If SPRINT did not populate all LIDB data elements on its LSR, **SBC-SWBT** will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. **BILLING**

- 6.1 If SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides SPRINT with compensation for data access as set forth in Section 7, SBC-SWBT, PACIFIC, **SNET, SBC-AMERITECH** will provide such data, as is reasonably necessary, to enable SPRINT to substantiate Query volumes of SPRINT Line Records residing in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.
- 6.2 When SBC-13STATE or a third party queries SPRINT's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, SPRINT will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
 - **SPRINT** will bill the appropriate charges to its End Users, on behalf of 6.2.1 **SBC-13STATE** or a third party.
 - **SPRINT** will provide to **SBC-13STATE** or the third party all necessary 6.2.2 billing information needed by **SBC-13STATE** or the third party to bill the End User directly.
- 6.3 **SPRINT** understands that if **SPRINT** chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including **SBC-13STATE**, may choose to deny services to SPRINT's subscribers.
- 6.4 **SNET** will charge **SPRINT** a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges

("Additional Charge"), approved in writing by <u>SPRINT</u> and incurred by <u>SNET</u> during Service set up shall be passed on to <u>SPRINT</u> on an individual case basis. <u>SPRINT</u> shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by <u>SNET</u> and billed to <u>SPRINT</u>, in accordance with <u>SNET</u>'s invoice.

7. COMPENSATION OPTION

- 7.1 SPRINT may elect to receive compensation from SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH for access to SPRINT's data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB only as set forth in this Section, Section 7, of this Appendix. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers the terms of Section 7 as a package and such terms are contingent upon SPRINT's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not provide compensation to SPRINT for access of SPRINT's data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB other than via this Compensation Option.
- 7.2 Until <u>PACIFIC</u> and <u>SBC-SWBT</u> have the technical ability to identify record ownership of all Line Records in LIDB, and until <u>PACIFIC</u> and <u>SBC-SWBT</u> have developed billing processes to provide compensation for access to <u>SPRINT</u>s data, <u>PACIFIC</u> and <u>SPRINT</u> and/or <u>SBC-SWBT</u> and <u>SPRINT</u> will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 **SNET**

| 7.2.1.1 | Validation Query | \$.038 per Query | |
|---------|------------------|------------------|--|
| 7.2.1.2 | CNAM Ouery | \$.016 per Ouery | |

7.2.2 **SBC-SWBT**

| 7.2.2.1 | Validation Query | \$.026 per Query |
|---------|------------------|-------------------|
| 7.2.2.2 | CNAM Query | \$.0036 per Query |
| 7.2.2.3 | OLNS Query | \$.0055 per Query |
| 7.2.2.4 | Query Transport | \$.0044 per Query |

\$.00012 per Query

7.2.3 **SBC-AMERITECH**

7.2.3.3 Query Transport

| 7.2.3.1 | Validation Query | \$.017228 per Query |
|---------|------------------|---------------------|
| 7.2.3.2 | CNAM Query | \$.012 per Query |

7.2.4 **PACIFIC**

| 7.2.4.1 | Validation Query | \$.021 per Query |
|---------|------------------|--------------------|
| 7.2.4.2 | CNAM Query | \$.008 per Query |
| 7.2.4.3 | OLNS Query | \$.012 per Query |
| 7.2.4.4 | Query Transport | \$.00027 per Query |

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u> will credit <u>SPRINT</u> for each query against <u>SPRINT</u>'s non-resold Line Records in <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u>'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

- 7.3.1.1 28% paid to **SPRINT**
- 7.3.1.2 72% retained by **SNET**
- 7.3.1.3 <u>SNET</u> will calculate the amount by multiplying total number of Queries to <u>SPRINT</u>'s Line Records multiplied by the Per Query Charge, multiplied by <u>SPRINT</u>'s percentage set forth in Section 7.2.1.1 above.

7.3.2 **SBC-SWBT**

| 7.3.2.1 | Validation | \$.01216 per Query |
|---------|------------|--------------------|
| 7.3.2.2 | CNAM | \$.0032 per Query |
| 7.3.2.3 | OLNS | \$.00396 per Query |

7.3.3 **SBC-AMERITECH**

| 7.3.3.1 Validation | 5.0025 | per (| Query |
|--------------------|--------|-------|-------|
|--------------------|--------|-------|-------|

- 7.3.3.2 CNAM \$.005 per Query
- 7.3.3.3 During the month when CNAM Queries to **SPRINT**'s nonresold Line Records are equal to or greater than 500 thousand Queries for that month, SBC-AMERITECH will credit customer \$.006 per Query.
- 7.3.3.4 During the month when CNAM Queries to **SPRINT**'s nonresold Line Records are equal to or greater than 2.5 million Queries for that month, **SBC-AMERITECH** will credit customer \$.007 per Query.

7.3.4 **PACIFIC**

| 7.3.4.1 | Validation | \$.008508 per Query |
|---------|------------|---------------------|
| | | |

7.3.4.2 CNAM \$.0032 per Query

\$.004908 per Query 7.3.4.3 OLNS

PACIFIC and SBC-SWBT will waive nonrecurring charges for the initial 7.4 establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for **SPRINT**. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. PRICE AND PAYMENT

8.1 **SBC-AMERITECH** will charge **SPRINT** \$2.00 for every Line Record update it accepts from **SPRINT** via a manual fax.

9. **CONFIDENTIALITY**

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

In addition to any other limitations of liability set forth in this Agreement, **SBC-**SWBT, PACIFIC, SNET, SBC-AMERITECH will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**. Any such losses or damages for which **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

- In addition to any other limitations of liability set forth in this Agreement, <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u> will not be liable for any losses or damages arising out of <u>SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH</u>'s administration of Sleuth or Automatic Fraud Monitoring systems.
- In addition to any other indemnity obligations set forth in this Agreement, SPRINT agrees to release, indemnify, defend, and hold harmless SBC-SWBT, PACIFIC, SNET, SBC-SWBT, PACIFIC, SNET, SBC-SWBT, PACIFIC, SNET, SBC-SWBT, PACIFIC, SNET, SNET, SBC-SWBT, PACIFIC, SNET, SNET, SBC-SWBT, PACIFIC, SNET, SNET, SNET
- In addition to any other indemnity obligations set forth in this Agreement, SPRINT further agrees to release, indemnify, defend, and hold harmless SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH from any and all claims, demands, or suits brought by a third party against SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, directly or indirectly arising out of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's administration of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH is found liable as a result of its gross negligence or willful misconduct.
- In addition to any other indemnity obligations set forth in this Agreement, SPRINT further agrees to release, indemnify, defend, and hold harmless SBC-SWBT, PACIFIC, SNET, SNET, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, directly or indirectly, arising out of SPRINT's administration of its data or failure to administer its data under this Appendix.

In addition to any other indemnity obligations set forth in this Agreement, SPRINT further agrees to release, indemnify, defend and hold harmless SBC-SWBT, PACIFIC, SNET, SBC-SWBT, PACIFIC, SNET, SRE-AMERITECH, directly or indirectly, arising out of SPRINT's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

SNET, SBC-AMERITECH 11.1 SBC-SWBT, PACIFIC, MAKES WARRANTIES, EXPRESS OR IMPLIED, REPRESENTATIONS OR INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY SPRINT WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, as provided in Section 2.9 of the General Terms and Conditions.